

OFF-CAMPUS TRAINING CONTRACT

THIS AGREEMENT, made and entered into this July 1, 2003, pursuant to the California Education Code, Section 89036, by and between the Loma Linda University hereinafter called the "University", and San Bernardino County Preschool Services Department, hereinafter called the "Facility".

WITNESSETH:

WHEREAS, the University has an approved Internship and such program requires training and experience and the use of off-campus facilities; and

WHEREAS, the University has heretofore approved the Facility as an off-campus training location; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University use the location of the Facility for their training and internship experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I. FACILITY SHALL:

- A. Permit each student who is designated by the University, to receive internship experience at the Facility in the hereinafter listed type of training, and shall furnish and permit such students and instructors free access to appropriate facilities for such internship experience:

Student Internship Clinical Experience
Type of Training

250 S. Lena Rd., San Bernardino, CA 92408
Address of Training Facility

- B. Furnish appropriate facilities, on a rotational basis, in such manner that there will be no conflict in the use thereof between the University's students and students from other educational institutions, if any.
- C. Maintain the facilities used for training in such manner that said facilities shall at all times conform to the requirements of the State of California, as applicable.
- D. The facility will designate appropriate personnel to coordinate the student's clinical learning experience in the Program. This will involve planning between responsible University faculty and designated Facility personnel for the assignment of students to specific clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the Clinical Education Program. That person will be known as the Clinical Education Supervisor. The Facility will notify the University in writing of any change or proposed change of the Clinical Education Supervisor.

- E. Provide University instructors who may be taking part in the training, if needed by said instructors; the following facilities necessary desks, chairs, suitable space for lectures, and storage of instructional material, or otherwise specified items.
- F. Arrange for emergency health care for any student who becomes sick or injured by conditions resulting from or in the course of said student's participation in the internship experience at the Facility. This does not mean the Facility assumes responsibility for the payment of the emergency health care.
- G. Permit and encourage employees of the Facility to participate in the instructional phase of the training.
- H. Permit the Facility's management or other designated personnel to attend meetings of the University Faculty, or any committee thereof, to coordinate the internship program provided for under this Agreement.
- I. Have the right, after consultation with the University, to refuse to accept for further training any of the University's students who in the Facility's judgment are not participating satisfactorily in said program.
- J. The Facility will recommend to the University the withdrawal of a Program student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the Facility, or (b) the behavior of the student fails to conform to the applicable regulations of the Facility. The Facility will assist the University, if necessary in implementing this recommendation.
- K. The Facility reserves the right, exercisable in its discretion after consultation with the University, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.
- L. Ensure that, prior to clinical placement, each student will have a current skin test for tuberculosis with the PPD test and will provide documentation to the Facility. The University will determine frequency or re-testing for student(s) based on University Protocol and Guidelines.

II. THE UNIVERSITY WILL:

- A. Designate the students who are enrolled in the Internship Program of the University to be assigned for training at the Facility in such numbers as are mutually agreed to by both parties.
- B. Supervise all instruction and training experience given at the Facility to the assigned students and provide the necessary University instructors for the internship program under this Agreement.
- C. Keep all attendance and academic records of students participating in said program.
- D. Be responsible for student professional activities and conduct while in the Facility.
- E. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and the Facility.

F. Require University instructors to notify the Facility in advance of:

1. Student schedules.
2. Placement of students in assignments.
3. Changes in assignments.

G. In consultation and coordination with the Facility, plan for the training to be provided to students under this Agreement

H. In consultation and coordination with the Facility, arrange for periodic conferences between appropriate representatives of the University and the Facility to evaluate the internship program provided under this Agreement.

I. Provide and be responsible for the care and control of the University's education supplies, materials, and equipment used for instruction during said program.

J. Provide for the orientation of students and faculty assigned to the Facility.

K. University agrees that the Facility is not to assume, nor shall it assume by this Agreement, liability for benefits payable under any applicable Workers' Compensation Law for, by, or on behalf of any students or University employees while said students or University employees are on the premises of Facility performing any duty under the terms of this Agreement. University shall maintain Workers' Compensation insurance and / or program of self-insurance covering its full liability under state law.

L. University agrees to save harmless and indemnify the Facility against all claims, demands, suits, judgements, expenses, and costs of any and every kind arising out of this Agreement resulting from the negligent acts, errors or omissions of the University, its students or faculty, in so far as it may legally do so, on account of the injury or death of persons, or loss or damage to equipment upon the property of the Facility.

III. This Agreement shall become effective on July 1, 2003, and shall continue through June 30, 2006, provided, however, it may be terminated by either party after giving the other Party 30 days advance written notice of its intention to so terminate; provided further, however, that any such termination by the Facility shall not be effective, at the election of the University, as to any student who, at the date of mailing of said notice by the Facility was participating in said program, until such student has completed the program for then current academic year.

Written notice, issued pursuant to this Paragraph III by the Facility, shall be sent by registered mail to the University faculty member in charge of the program and a copy of said notice shall be sent to the undersigned University representative identified in paragraph IV, below.

IV. This Agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

COUNTY OF SAN BERNARDINO

Loma Linda University

By: _____
Dennis Hansberger, Chairman, Board of Supervisors

By: _____
Name: Richard H. Hart, MD, DrPH

Dated: _____

Title: Chancellor, Loma Linda University

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD.

Dated: _____

By _____
Deputy

Address: _____

By: _____
Craig R. Jackson, JD, MSW

Title: Dean, School of Allied Health Professions

Dated: _____

By: _____
Helen King, PhD, RN

Title: Dean, School of Nursing

Dated: _____

By: _____
Patricia K. Johnston, DrPH

Title: Dean, School of Public Health

Dated: _____